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**RESOLUTION NO. 2018-29**

**A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND DAVID OCAMPO FOR THE PROVISION OF A SOCCER PROGRAM AT ED BURKE RECREATION CENTER; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village competitively solicited proposals of the provision of a soccer instruction program at Ed Burke Recreation Center (the "Shores Soccer Club"), and David Ocampo submitted the most responsible and responsive proposal to provide the Soccer Program; and

**WHEREAS**, the Village Commission has determined that it is in the best interests of the Village and its residents to enter into an agreement with David Ocampo for the Soccer Program at Ed Burke Recreation Center (the "Agreement").

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF BISCAYNE PARK, FLORIDA THAT:**

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

**Section 2.** The Village Commission of the Village of Biscayne Park hereby approves the Agreement between the Village and David Ocampo for the provision of the Soccer Program, a copy of which is attached as Exhibit "1," together with such non-material changes as may be acceptable to the Village Manager and approved as to form by the Village Attorney. The Village Manager is authorized to execute the Agreement and expend budgeted funds on behalf of the Village.

**Section 3.** This Resolution shall become effective upon adoption

**PASSED AND ADOPTED this 11<sup>th</sup> day of September, 2018.**

The foregoing resolution upon being put to a vote,  
the vote was as follows:

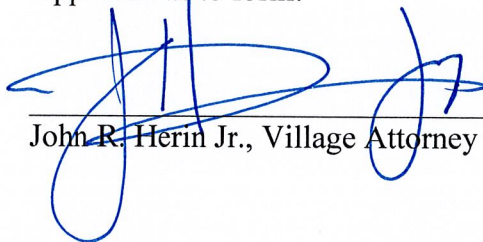
  
\_\_\_\_\_  
Tracy Truppman, Mayor

Mayor Truppman: Yes  
Vice Mayor William Tudor: Yes  
Commissioner Bilt: Yes  
Commissioner Johnson-Sardella: Yes  
Commissioner Ross: Yes

1 Attest:

2  
3   
4 \_\_\_\_\_  
5 Roseann Prado, Village Clerk  
6

7 Approved as to form:

8  
9   
10 \_\_\_\_\_  
11 John R. Herin Jr., Village Attorney  
12

# SHORES SOCCER CLUB



David Ocampo  
Shores Soccer Club Inc.  
PO BOX 530172  
Miami Shores, Florida 33153

August 7, 2018

Issa Thornell  
Village of Biscayne Park  
Parks and Recreation Manager  
11400 Northeast 9<sup>th</sup> Court  
Biscayne Park, Florida 33161

Dear Issa Thornell:

Shores Soccer Club, has been an integral part of Miami Shores Community for more than 10 years, serving over 300 kids per year. We provide competitive and recreational soccer programs to boys and girls 3 thru 16 years old. Our mission is to educate and develop youth soccer players through FUN specialize training that will promote enjoyment for the game, self-confidence and teamwork. We believe that our programs will have a positive impact on the kids and families of Biscayne Park. In addition to boosting community pride and unity through fun and friendly competition amongst the residents.

Our goal is to create an intramural soccer academy for the Village of Biscayne Park, Parks and Recreation. The program will consist of two (7) week seasons, including 2 practice days per week and 5 games per season. Shores Soccer Club, will serve as a contracting agency, managing all field operations for the program; such as, providing equipment, developmental practice plans, player evaluations and placement, volunteer coaches' training and game-day management.

We are excited about the opportunity to work with Biscayne Park, Parks and Recreation. Enclosed is our proposal to manage the operation of the program.

- Profit distribution:
  - 80% Shores Soccer Club
  - 20% Parks and Recreation
- Program registration:
  - \$125 residents
  - \$145 non-residents

We are able to get the program started as soon as October 1, 2018; your immediate approval will allow us sufficient time to get organize. We appreciate your time and look forward to the opportunity of bringing soccer to Biscayne Park.

Respectfully yours,

David Ocampo  
Shores Soccer Club  
Managing Director

**AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK  
AND SHORES SOCCER FOR THE PROVISION OF  
SOCCER ACADEMY**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of September, 2018 between the Village of Biscayne Park, a Florida municipal corporation, (VILLAGE), and Shores Soccer Club (INSTRUCTOR).

**WHEREAS**, the VILLAGE desires to retain the professional services of INSTRUCTOR to provide a Soccer Academy program; and

**WHEREAS**, the INSTRUCTOR desires to provide a Soccer Academy program at the Ed Burke Recreation Center.

**ARTICLE I  
SCOPE OF SERVICES**

The INSTRUCTOR agrees to:

- 1.1 Provide a Soccer Academy program for local youth ages 3-16, to be based at the Ed Burke Recreation Center.
- 1.2 Conduct classes in a professional, careful and responsible manner with due regard for the safety of the participants and others, during normal operating hours.
- 1.3 Be solely responsible, at INSTRUCTOR's sole expense, for providing and paying for all instructors, counselors, and other personnel costs associated with the program.
- 1.4 Be solely responsible for securing the services of and compensating assistants or other personnel, as may be required, to perform the program.
- 1.5 Provide to VILLAGE at the close of registration, a list of all participants, along with a signed VILLAGE approved Release form.
- 1.6 Permit only registered program participants to attend program sessions.
- 1.7 Vacate the program facility promptly at the conclusion of the program session in equal or better condition than it was found.
- 1.8 Accept neither fees nor any other payment other than as specifically set forth in this Agreement.
- 1.9 Immediately notify the Village Manager, or her designee, in the event it becomes necessary to cancel a program session.

- 1.10 Immediately notify the Village Manager, or her designee, of any injury sustained by a program participant.
- 1.11 Comply with any other rules adopted by the Village Manager, or her designee, for use of VILLAGE's property, including the facilities used by INSTRUCTOR pursuant to this Agreement.
- 1.12 Actively supervise the operation of each program.
- 1.13 Be responsible for enforcing compliance with the approved rules for all programs. The VILLAGE reserves the right to enact other rules, if necessary, at its sole discretion.
- 1.14 Require that INSTRUCTOR and all other counselors, employees, and/or instructors undergo Level 2 background screening and drug screening prior to supervising children, and furnish all reports to the VILLAGE. The VILLAGE reserves the right to suspend, bar, or expel an employee, counselor, or instructor for any reason, at its sole discretion, without recourse from the subject person or the INSTRUCTOR. Drug screening shall be completed annually on the anniversary of the Agreement.
- 1.15 The VILLAGE reserves the right to suspend, bar, or expel any employee, counselor, or instructor for any reason, at its sole discretion, without recourse from the subject person or the INSTRUCTOR.

The VILLAGE agrees to:

- 1.16 Allow INSTRUCTOR the use of the Ed Burke Recreation Center for INSTRUCTOR's Soccer Academy program.
- 1.17 Allow INSTRUCTOR advertising in VILLAGE's newsletters and publications, at no cost to INSTRUCTOR.
- 1.18 Process program participants' fees in accordance with VILLAGE revenue processing procedures.
- 1.19 Grant INSTRUCTOR license, revocable at will, to use the Ed Burke Recreation Center, consistent with the obligations under this Agreement.

## **ARTICLE 2**

### **FEES AND COMPENSATION**

- 2.1 The INSTRUCTOR shall be compensated from fees collected from participants. The parties agree that VILLAGE shall retain twenty percent (20%) of all registration fees and the INSTRUCTOR shall retain eighty percent (80%) of all registration fees.

- 2.2 INSTRUCTOR shall not charge any participant for any other services not contained in the Agreement.
- 2.3 All items sold by INSTRUCTOR shall be approved by the VILLAGE Manager prior to offering any item for sale.
- 2.4 INSTRUCTOR shall keep all books, rosters and attendance in accordance with standard accounting procedures, and shall make them available to the VILLAGE for inspection and audit at all times.

### **ARTICLE 3** **TERMINATION OF AGREEMENT**

- 3.1 This Agreement may be terminated upon thirty (30) days written notice from the VILLAGE at VILLAGE's sole discretion. INSTRUCTOR may terminate this Agreement, at its sole discretion, by giving thirty (30) days written notice to the VILLAGE.
- 3.2 The VILLAGE may unilaterally immediately terminate this Agreement and the license granted by this Agreement if VILLAGE determines, in its sole discretion, that INSTRUCTOR is not conducting his operations in complete accord with this Agreement, or in the best interests of the VILLAGE.

### **ARTICLE 4** **INDEPENDENT CONTRACTOR**

- 4.1 The parties agree and affirm that INSTRUCTOR is an independent contractor and not an agent, partner or employee of the VILLAGE, nor shall this Agreement be construed as a partnership nor joint venture between VILLAGE and INSTRUCTOR, the relationship being solely on of licensor and licensee.
- 4.2 INSTRUCTOR has control over the means and methods by which it performs the services. INSTRUCTOR, its employees and agents shall be deemed independent contractors and not agents or employees of the VILLAGE, and shall not attain any rights or benefits generally afforded VILLAGE employees; further, INSTRUCTOR, its employees and agents shall not be deemed entitled to the VILLAGE's worker's compensation, insurance benefits or similar laws.

### **ARTICLE 5** **INDEMNIFICATION CLAUSE**

INSTRUCTOR agrees to defend, indemnify and hold harmless the VILLAGE from and against any and all claims, suits, damages, liabilities or causes of action arising during the term of this Agreement, arising out of, related to, or in any way connected with the performance or non-performance of any provision of this

Agreement required of the INSTRUCTOR, including personal injury, loss of life or damage to property and from and against any orders, judgment or decrees which may be entered, and from and against all costs, attorney's fees, and expenses incurred in and about the defense of any such claim and the investigation thereof. However, nothing shall be deemed to indemnify VILLAGE for any liability or claim arising solely out of the negligent performance or failure of performance of VILLAGE.

## **ARTICLE 6**

### **INSURANCE**

- 6.1 INSTRUCTOR shall provide, pay for, and maintain in force at all times during the period of this Agreement, a Comprehensive General Liability Insurance Policy with minimum bodily injury coverage of \$500,000.00 (five hundred thousand dollars) and \$200,000.00 (two hundred thousand dollars) property damage liability; workers compensation insurance as required by State Statute. The INSTRUCTOR'S insurance coverage shall be considered the primary carrier.
- 6.2 To the extent applicable, the worker's compensation insurance shall be at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability at the statutory coverage amount.
- 6.3 The VILLAGE shall be named, as an additional insured on all insurance policies the INSTRUCTOR is required to provide.

## **ARTICLE 7**

### **MISCELLANEOUS**

- 7.1 INSTRUCTOR shall, without additional expenses to VILLAGE be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the services specified herein. INSTRUCTOR shall take proper safety and health precautions, including the employment of needed assistance, to protect participants, the VILLAGE, the public and property of others. INSTRUCTOR shall be responsible for all services performed until completion of this Agreement.
- 7.2 The INSTRUCTOR shall not promote any privately owned business in a VILLAGE park facility or solicit any participant in a VILLAGE park for any privately owned business other than the Soccer Academy program. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the INSTRUCTOR.

- 7.3 INSTRUCTOR shall meet with the Village Manager or her designee as requested.
- 7.4 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
- 7.5 This Agreement is non-transferable or assignable, and INSTRUCTOR agrees not to transfer or assign the performance of services called for in the Agreement.
- 7.6 This Agreement sets forth the full and complete understanding of the parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

## **ARTICLE 8**

### **PUBLIC RECORDS**

**If INSTRUCTOR has questions regarding the application of Chapter 119, Florida Statutes, as to INSTRUCTOR's duty to provide public records relating to this Letter of Understanding, contact Village Clerk, Roseann Prado, 640 NE 114 Street, Biscayne Park, FL 33161, [villageclerk@biscayneparkfl.gov](mailto:villageclerk@biscayneparkfl.gov), (305) 899-8000.**

INSTRUCTOR understands, acknowledges and agrees that INSTRUCTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by the Village to perform the service.
- (2) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law or Village policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the INSTRUCTOR does not transfer the records to the Village.
- (4) Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of INSTRUCTOR or keep and maintain public records required by the Village to perform the service. If the INSTRUCTOR



transfers all public records to the Village upon completion of the contract, the INSTRUCTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If INSTRUCTOR keeps and maintains public records upon completion of the contract, the INSTRUCTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

#### REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a Village's contract for services must be made directly to the Village. If the Village does not possess the requested records, the Village shall immediately notify the INSTRUCTOR of the request, and INSTRUCTOR must provide the records to the Village or allow the records to be inspected or copied within a reasonable amount of time.

(b) If INSTRUCTOR does not comply with the Village's request for records, the Village shall enforce the contract provisions in accordance with the contract.

(c) Should INSTRUCTOR fail to provide the public records to the Village within a reasonable time INSTRUCTOR may be subject to penalties under s. 119.10.

#### CIVIL ACTION

(a) If a civil action is filed against INSTRUCTOR to compel production of public records relating to a Village's contract for services, the court shall assess an award against INSTRUCTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that INSTRUCTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that INSTRUCTOR has not complied with the request, to the Village and to the INSTRUCTOR.


(b) A notice complies with subparagraph (a)2 if it is sent to the Village's custodian of public records and to INSTRUCTOR at INSTRUCTOR's address listed on its contract with the Village or to INSTRUCTOR's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Should INSTRUCTOR comply with a public records request within eight (8) business days after the notice is sent it shall not be liable for the reasonable costs of enforcement.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date above:

VILLAGE OF BISCAYNE PARK,  
FLORIDA, a municipal corporation,  
organized and existing under the laws of  
the State of Florida

ATTEST:

  
\_\_\_\_\_  
Roseann Prado, Village Clerk

By: 

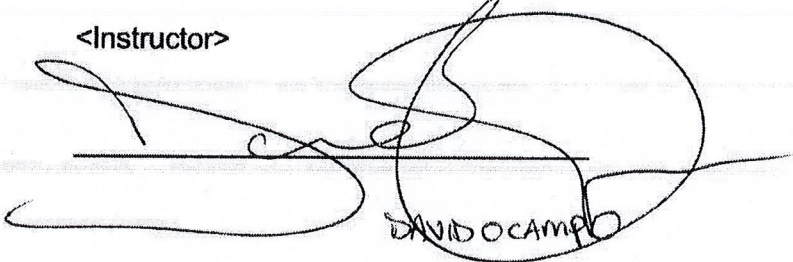
\_\_\_\_\_  
Tracy Truppmann, Mayor

Approved as to form:

By: 

\_\_\_\_\_  
John R. Herin Jr., Village Attorney

<Instructor>

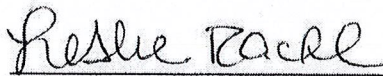
  
\_\_\_\_\_  
DAVID OCAMPO

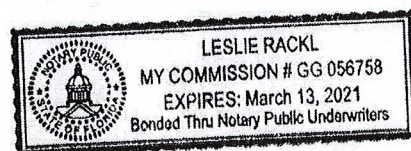
STATE OF FLORIDA     )  
COUNTY OF DADE     )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared David Ocampo and acknowledged he/she executed the foregoing Agreement as the proper official of INSTRUCTOR, for the use and purposes mentioned in it and that the instrument is the act and deed of INSTRUCTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal  
at in the State and County aforesaid on this 6 day of September  
~~2016~~. 2018

My Commission Expires:

  
\_\_\_\_\_  
NOTARY PUBLIC





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> M. E. Wilson Company, LLC  300 W. Platt St. Ste 200 Tampa, FL 33606		1-813-229-8021		<b>CONTACT NAME:</b> Amber Richards <b>PHONE (A/C, No, Ext):</b> 813-349-2220 <b>FAX (A/C, No):</b> 813-229-2795 <b>E-MAIL ADDRESS:</b> arichards@mewilson.com	
<b>INSURED</b> Florida Youth Soccer Assn Inc.  2828 Lake Myrtle Park Road  Auburndale, FL 33823				<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> NATIONAL CAS CO <b>INSURER B:</b> Nationwide Life Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
				<b>NAIC #</b> 11991 11991	

**COVERAGES****CERTIFICATE NUMBER:** 54077018**REVISION NUMBER:**

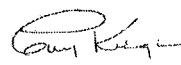
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal Liab <input checked="" type="checkbox"/> Sexual Abuse & Moles. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		1LKRS0000007389700	06/01/18	06/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6LKKO0000007389900	06/01/18	06/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1LXKS0000007389800	06/01/18	06/01/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	<input type="checkbox"/> Participant Accident <input type="checkbox"/> Medical Expense Limit			6ASPX0000028860500	06/01/18	06/01/19	Medical Exp Limit 50,000 Ded Per Claim 2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the Florida Youth Soccer Assn, its teams, leagues & clubs. Coverage applies only to official, sanctioned and supervised activities of FYSA. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED if required by direct written contract. This certificate is issued on behalf of: MIAMI SHORES SOCCER CLUB (Code: ASSHS) ED BURKE RECREATIONAL CENTER

**\*\*SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.\*\*****\*Sexual Abuse & Molestation is included under the Gen Liab Policy with a separate limit of \$2M AGG/\$1M OCC.****CERTIFICATE HOLDER****CANCELLATION**

Village of Biscayne Park  11400 NE 9th Court  Biscayne Park, FL 33161  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
--	--